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Good Afternoon. On April 1, 2008 my wife Penny was involved in an auto accident while driving my car in North Haven. She was hit by another vehicle and had no opportunity to avoid the crash. Fortunately, neither she or the other driver was hurt. The subsequent police report cleared Penny.

After obtaining copies of all paperwork regarding the accident, I discovered the other driver was insured by Allstate. I naively believed that since there were no injuries and it was the fault of their insured as cited by the Police report that I would get a ~~prompt~~ fair settlement. I couldn't have been more wrong. Now, with a total loss claim for my vehicle, the story continues.

From my first conversations with Allstate personnel it became very clear that their primary job was to badger me into accepting their offer which was and still is insufficient to replace the car. They insisted on all contacts being on the phone, which they record and I cannot-not a level playing field. After several months I finally got an email address of an Allstate rep. From that point we both had records of our correspondence but the initial 'take it or leave it' offer never changed. The case remains unsettled. I have received not a cent, since there has been no acceptable offer made.

Allstate stopped my rental car after submitting their settlement offer and did not communicate with the rental agency causing me to pay out of pocket for rental days so I returned the rental car since they wouldn't pay. So now I had no car. I then purchased a car using my own funds to replace the total loss. This car is a lesser vehicle than the one I lost, but as I mentioned I did not have the luxury of time to shop for a vehicle.

It boils down to this. The other driver was found at fault by the police for ruining my car. The other driver or their insurance company owes me another car, same as the one they took from me. The value of that car is what it costs on the retail market for a similar model car. The amount of my loss should be determined by me, not arbitrarily by an insurance company. I cannot buy a car like the one I lost for what Allstate offered. I suggested if their values were so fair that they find me an equivalent car and after it passes my mechanics inspection I would accept that as settlement. Allstate declined that suggestion.

To put it more simply: If I borrowed a watch from you, say a Rolex, and lost or broke it you would want it replaced exactly, would you not? Would you accept a Timex as a replacement? In this case Allstate's offer is not even close to replacing my watch- not to mention the time and expense I incurred in having to replace a car that was lost through no fault of my own.

I was fortunate to be able to replace the vehicle and not have to rely on the settlement to do so. This is not an experience that I would recommend to others. Allstate's justification of their position consistently cited and they hid behind the letter of the current law in how they pay their claims. The present statute seems to favor the insurance companies over the party who has sustained the loss. There has to be a better way. Thank you.